

**MISSOURI COURT OF APPEALS  
WESTERN DISTRICT**

**TYRONE WILLIAMS,**

**Respondent-Appellant,**

**v.**

**KANSAS CITY, TITLE LOAN CO., INC. et al.**

**and**

**WALTER GRIGSBY,**

**Respondents,**

**WESTLAKE SERVICES, INC.**

**Appellant-Respondent.**

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DOCKET NUMBER WD70941 Consolidated with WD70969

**Date: July 13, 2010**

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Appeal from:

Jackson County Circuit Court

The Honorable Justine E. Del Muro, Judge

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Appellate Judges:

Division One: Lisa White Hardwick, Presiding Judge, James M. Smart, Jr. and Alok Ahuja, Judges

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Attorneys:

Salvatore J. Mirabile, Esq., Kansas City, MO, for appellant.

Stephen Bradley Small, Esq., and Gregory E. Eufinger, Jr., Esq., for Respondent-Appellant and Mandi R. Hunter, Esq., for Appellant-Respondent, for respondent.

# **MISSOURI APPELLATE COURT OPINION SUMMARY**

## **COURT OF APPEALS -- WESTERN DISTRICT**

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Before Division One Judges: Lisa White Hardwick, Presiding Judge, James M. Smart, Jr. and Alok Ahuja, Judges

Tyrone Williams brought an action for damages against Westlake and other defendants in connection with his purchase of a car. The trial court ordered the parties to engage in mediation. The defendants contend that the parties reached an oral settlement of Williams's claims at the mediation, but that Williams and his counsel left the mediation before signing a written agreement memorializing the settlement. After post-mediation efforts to have Williams and his counsel agree to the terms of a written settlement agreement failed, the defendants filed a motion to enforce the oral settlement agreement. The trial court granted the motion to enforce settlement and dismissed Williams's claims; the court denied Westlake's additional motion for attorneys fees. Both Williams and Westlake appeal.

**AFFIRMED IN PART; REVERSED IN PART; REMANDED.**

**Division One holds:** The trial court ordered the parties to participate in mediation pursuant to Supreme Court Rule 17. Rules 17.01(d) and 17.06(c) provide that, in order to be binding, the essential terms of any settlement reached during a court-ordered mediation must be reduced to a writing executed by all parties. Westlake acknowledges that the purported settlement agreement the trial court enforced was agreed to, if at all, at the court-ordered mediation session. Because no written agreement was executed by Williams, as required by Rules 17.01(d) and 17.06(c), the trial court erred in enforcing an oral settlement agreement. Westlake's motion for attorneys fees depended on its contention that an enforceable settlement agreement was reached at the mediation; because that contention is inaccurate, the trial court did not err in denying Westlake's attorneys fee motion.

**Opinion by: Alok Ahuja, Judge**

July 13, 2010

<b>THIS SUMMARY IS UNOFFICIAL AND SHOULD NOT BE QUOTED OR CITED.</b>
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